

# ANADOLU SİGORTA

## FIRE INSURANCE CLAUSES

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### **1. Earthquake and Volcano Eruption Clause**

Without prejudice to the provisions of the General Terms and Conditions of Fire Insurance:

All kinds of damages including those arising directly or indirectly out of earthquakes, tsunami or volcano eruptions including fire, explosion, landslide and land collapse as well as foundations and retaining walls shall be included in the cover.

#### **Exclusions:**

Contrary to the General Terms and Conditions of Fire Insurance, damages arising out of the loss of insured items during fires and explosions caused by earthquakes or volcano eruptions.

#### **Deductible:**

Insurers are liable for damages in excess of ... TL of which is occurred in 72 hours period in damages caused by earthquake and volcano eruptions excluding fire.

#### **Warnings:**

The Insured shall be liable to duly inform the Insurer within a maximum of five days from the expiry of the 72-hour period, and the date on which the Insured has learned about the realisation of the hazard in any case.

In addition to the declaration liability stipulated in the General Terms and Conditions of Fire Insurance, the earthquake cover shall be based on the written and signed replies provided by the Insured to questions concerning this clause.

#### **1.1. Clauses due deductibles to be applied in case of loss**

##### **1.1.5. Clause due increasing indemnity as a result of Inflation Index**

The Insurer and the Insured shall be entitled to reach a mutual agreement to increase the cover of the Earthquake and Volcano Eruption Insurance by the rate, which is stated in the policy wording for purposes of protection against inflation.

##### **1.1.6. Clause for Applying Inflation on the Compulsory Earthquake Insurance**

For earthquake and volcanic eruption cover; the amount of the insured building, which is covered under the Compulsory Earthquake Insurance, is also under protection against inflation with the same ratio as in optional earthquake coverage stated in the policy.

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## **2. Flood or Torrent Clause**

Without prejudice to the provisions of the General Terms and Conditions of Fire Insurance:

Any damages directly caused by

1. Flooding of rivers, creeks, streams, brooks and canals
2. Getting rough of the seas for reasons other than the tide and tsunami;
3. Water coming from the outside as a result of flood or torrent caused by extraordinary rain in the vicinity of insured objects,
4. Waste water recoiling from the sewer system and the cesspool due to extraordinary rain,
5. Ground water due to any reason

shall be included in the cover.

**Exclusions:**

1. Damages caused by the bursting of water pipes both inside and outside the building, and the bursting or overflowing of tanks and reservoirs.
2. Damages caused by the bursting of the central heating system, internal water, overflowing of rain streams and sluice ways.
3. Damages caused by landslide whether it is brought about by flood / torrent or not.
4. Damages caused by waste water recoiling from the sewer system and the cesspool within the insured location unless caused by extraordinary rain.
5. All kinds of damage caused by flooding of sea due to the tide and the tsunami.

In addition to the declaration liability stipulated in the General Terms and Conditions of Fire Insurance, the flood and torrent cover shall be based on the written and signed replies provided by the Insured to questions concerning this clause.

## **3. Storm Clause**

Without prejudice to the provisions of the General Terms and Conditions of Fire Insurance: Any damages on the insured objects directly and exclusively caused by a storm (a speed faster than 17.1 m/s "7 bofors" at the height of 10 meters) whether with or without rain, snow and hail, or the bumping of objects thrown about by the wind during such a storm shall be included in the cover.

**Exclusions:**

1. All kinds of damages on the insured property due to flooding of sea, creeks, streams, brooks and canals caused by any reason including storm.

In addition to the declaration liability stipulated in the General Terms and Conditions of Fire Insurance, the storm cover shall be based on the written and signed replies provided by the Insured to questions concerning this clause.

## **4. Smoke Clause**

Without prejudice to the provisions of the General Terms and Conditions of Fire Insurance:

Any damages on the insured objects caused directly by the smoke caused by the exclusive

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sudden, extraordinary or faulty functioning of heating and cooking devices connected to the chimney via a pipe or culvert shall be included in the cover.

**Exclusions:**

1. Damages caused by smoke coming out of stoves and fire places.
2. Damages caused by smoke on the exteriors of buildings or objects left uncovered.

In addition to the declaration liability stipulated in the General Terms and Conditions of Fire Insurance, the smoke cover shall be based on the written and signed replies provided by the Insured to questions concerning this clause.

## **5. Strike, Lock-out, Civil Commotions and Public Disorder Clause**

**Without prejudice to the provisions of the General Terms and Conditions of Fire Insurance:**

Regardless of whether fires are started consequently, any damages on the insured objects caused directly by events incurring during strikes, lock-outs, labour disagreements, civil commotions or public disorders, and interventions made by relevant authorities to prevent or ameliorate the said events shall be included in the cover.

**Exclusions:**

Notwithstanding whether they incur during the above-mentioned events or not, indirect damages such as decrease in production, soiling, corrosion, rotting, decaying of insured objects and quality loss shall be excluded from the cover.

In addition to the declaration liability stipulated in the General Terms and Conditions of Fire Insurance, the strike, lock-out, civil commotions and public disorder cover shall be based on the written and signed replies provided by the Insured to questions concerning this clause.

## **6. Malicious Acts Clause**

**Without prejudice to the provisions of the General Terms and Conditions of Fire Insurance:**

With the exclusion of fire and explosion, any and all damages on the insured objects caused directly by the malicious acts of any one person, who is not a direct successor or child of either the Insured or the Insured, not connected with events stipulated in the foregone strike, lock-out, civil commotions and public disorder clause; interventions made by relevant authorities to prevent or ameliorate the said events shall be included in the cover.

In addition to the declaration liability stipulated in the General Terms and Conditions of Fire Insurance, the malicious acts cover shall be based on the written and signed replies provided by the Insured to questions concerning this clause.

## **7. Terror Clause**

Provided that provisions of the Fire Insurance General Conditions are reserved; the damages those occur in insured things because of terror actions specified law on Fighting against Terror with number 3713 and sabotages those are arisen from these actions and as the result of the fights against them those have been carried out by authorized bodies against preventing or decreasing the effects these actions are included in the

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cover.

All kinds of loss/damage due to biological and/or chemical pollution, contamination or poisoning, causing the insured values to become particularly or totally useless, arising directly or indirectly out of any risk subject to the clause, are excluded.

## **8. Clause to be Added to the Policy in Case The Strike, Lock-out, Civil Commotions, Public Disorders or the Strike, Lock-out, Civil Commotions, Public Disorder, Malicious Acts and Terror Covers are Included in Fire Insurance Agreements Conducted on the Principle Of First Flame**

Without prejudice to the provisions of the General Terms and Conditions of the Fire Policy as well as the provisions of the strike, lock-out, civil commotions and public disorder, or strike, lock-out, civil commotions, public disorder, Malicious Acts and Terror Clauses added to the said Policy; the Insured and the Insurer have reached a mutual agreement on a indemnity limit equivalent to the rate stipulated in the policy out of 100% of the amount of insurance.

The Insurer shall be liable to pay the amount to be found out by applying the above-mentioned rate to the amount of insurance. The premium shall be based on the price discounts specified in the tariff out of 100% of the amount of insurance.

## **9. Strike, Lock-out, Riot, Civil Commotions or Strike, Lock-out, Riot, Civil Commotions, Malicious Acts and Terrorism Clause**

### **9.1. For Residences**

Without prejudice to the provisions of the General Terms and Conditions of the Fire Policy as well as the provisions of the strike, lock-out, civil commotions and public disorder, or strike, lock-out, civil commotions, public disorder, Malicious Acts and Terror Clauses added to the said Policy; an deductible of 5% of the amount of indemnity to be paid without discriminating between buildings and contents for all kinds of indemnities related to this cover shall be deducted and the balance shall be paid to the Insured.

### **9.2. Non-residential, Commercial and Industrial Risks**

Without prejudice to the provisions of the General Terms and Conditions of the Fire Policy as well as the provisions of the strike, lock-out, civil commotions and public disorder, or strike, lock-out, civil commotions, public disorder, Malicious Acts and Terror Clauses added to the said Policy; this insurance shall be effected as coinsurance on the condition that 20% of 100% of the amount of insurance shall be on the Insured's account. The premium shall be based on the prices specified in the tariff out of 100% of the amount of insurance.

The Insured shall in no way be entitled to reinsure any amounts already on his/her own account. In case of any damages, then the Insured shall be liable to share the damage in the above-mentioned rate upon which the parties have agreed previously.

In case the insurance cover for each damage suffered by the same Insured at the same hazard address include the building and its contents (household goods, machinery, equipment, fixtures and other installations) or several buildings and/or their contents, then a deductible franchise of a minimum of 2% out of the total insurance amounts (80% for which the Insurer is liable) for the;

d. Building, fixed installations and interior decoration,

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- e. Household goods,
  - f. Machinery, equipment, fixtures and other installations
- shall be separately applicable for each of the said groups. The Insurer shall be liable for the amount of damage exceeding the said deductible.

### **9.3. For policies with Inflation Index**

In case the strike, lock-out, civil commotions and public disorder, or strike, lock-out, civil commotions, public disorder, Malicious Acts and Terror covers are included in the Policies Index-Linked to Inflation aimed to protect the Insureds against inflation, then the price to be applicable to the increase in the amount of insurance arising out of the rate of increase mutually stipulated by the parties in the Policy shall be half of the applicable price specified in the Policy.

## **10. Weight of Snow Clause**

**Without prejudice to the provisions of the General Terms and Conditions of Fire Insurance:**

1. Damages on the insured building and its contents directly whether arising out of the weight of snow or ice, or sliding and/or falling accumulating on the roof after heavy snowfall,
2. Damages on the insured contents of the building arising out of the damage to the roof because of the weight of snow and of wetness brought about by snow, hail or rain shall be included in the cover.

**Exclusions:**

1. Damages arising out of the penetration into the building of the snow, hail, rain or melting snow without any damages on the roof because of the weight of snow,
2. Damages on uncovered objects.

In addition to the declaration liability stipulated in the General Terms and Conditions of Fire Insurance, the weight of snow cover shall be based on the written and signed replies provided by the Insured to questions concerning this clause.

## **11. Landslide Clause**

**Without prejudice to the provisions of the General Terms and Conditions of Fire Insurance:**

Any damages arising directly on the plot of land on which the Insured building is constructed or its vicinity out of landslide or soil collapses; or out of landslide or soil collapses brought about by flood or torrent shall be included in the cover.

Exclusions unless otherwise stipulated in a related Contract:

Damages arising out of landslide or soil collapses brought about by excavation activities conducted in the vicinity of the insured building.

**Exclusions:**

1. Damages arising out of landslide or soil collapses brought about by earthquake or volcano eruption.
2. Independently from the risk of land slide; damages occurred due to natural settlement

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of the building

3. Determination of the landslide on the insured property by official quarter before inception of the insurance

In addition to the declaration liability stipulated in the General Terms and Conditions of Fire Insurance, the landslide cover shall be based on the written and signed replies provided by the Insured to questions concerning this clause.

## **12. Internal Water Clause**

**Without prejudice to the provisions of the General Terms and Conditions of Fire Insurance:**

1. Damages arising directly out of the bursting, overflowing, leakage, clogging, breaking and freezing of the water reservoirs and tanks, water pipes, central heating system boilers, radiators and pipes, clear or waste water installation inside the insured building,
2. Damages arising directly out of water penetrating into the building because of the leakage of water forming as a result of rain or melting snow or ice through the roof or eaves; clogging of water conduits or rain streams,
3. Damages arising directly out of water flowing out of faucets forgotten to be closed,
4. Damages in the installation and devices connected to the installation arising out of freezing, and expenses made to open and close the walls in order to repair the installation causing the damage included in the cover,
5. Damages arising out of waste water recoiling from the sewer system and the cesspool, unless caused by extraordinary rain
6. Damages arising out of water flowing or leaking because of a failure in the mains network,

shall be included in the cover.

**Warnings:**

- The above-mentioned water installations shall be regularly checked, the necessary repairs shall be conducted on time and the necessary measures shall be taken against frost at the beginning of winter.
- In case the building is vacated for a long period of time, the main faucet connected to the water installation shall be closed and the installation shall be drained.

**Exclusions:**

1. Except the result of frost; damages occurred in the installation and devices connected to the installation due to breakdown, wear and tear.
2. Damages arising out of water penetrating from chimney openings, gaps in the roof and open windows and doors.
3. Expenses made to dispose of the snow or ice.
4. Damages caused by leaking of rain or melting snow from outside of the building or terrace or windows, doors and borders (openings) due to insufficient or lacking of isolation and damages caused by gradual humidity, sweating, molding etc. due to difference in temperature.
5. Damages caused by spreading of ground water to the insured location due to any

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reason.

In addition to the declaration liability stipulated in the General Terms and Conditions of Fire Insurance, the internal water cover shall be based on the written and signed replies provided by the Insured to questions concerning this clause.

### **13. Land Vehicles Clause**

**Without prejudice to the provisions of the General Terms and Conditions of Fire Insurance:**

Damages directly arising out of the collision of motorised and non-motorised land vehicles with insured objects shall be included in the cover.

**Exclusions:**

Damages arising out of vehicles driven by the Insured, the direct successors or children or employees of the Insured or people for whose actions the Insured is liable.

In addition to the declaration liability stipulated in the General Terms and Conditions of Fire Insurance, the land vehicles cover shall be based on the written and signed replies provided by the Insured to questions concerning this clause.

### **14. Air Vehicles Clause**

**Without prejudice to the provisions of the General Terms and Conditions of Fire Insurance:**

Damages directly arising out of the collision or crashing of aircraft or other air vehicles or the falling of some of their parts or objects out of the said vehicles shall be included in the cover.

**Exclusions:**

Damages arising out of vehicles driven by the Insured, the direct successors or children or employees of the Insured or people for whose actions the Insured is liable.

In addition to the declaration liability stipulated in the General Terms and Conditions of Fire Insurance, the air vehicles cover shall be based on the written and signed replies provided by the Insured to questions concerning this clause.

### **15. Sea Vehicles Clause**

**Without prejudice to the provisions of the General Terms and Conditions of Fire Insurance:**

Damages directly arising out of the collision of motorised and non-motorised sea vehicles with insured objects shall be included in the cover.

**Exclusions:**

Damages arising out of vehicles driven by the Insured, the direct successors or children or employees of the Insured or people for whose actions the Insured is liable.

In addition to the declaration liability stipulated in the General Terms and Conditions of Fire Insurance, the sea vehicles cover shall be based on the written and signed replies provided by the Insured to questions concerning this clause.

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## **16. Fire and Explosion Financial Liability Clause**

### **The Landowner's Liability Against the Tenant**

The landowner's liability against the tenant cover any legal obligations arising in relation to the rented building. The value upon which the calculation of the indemnity to be paid is based shall be the value of the goods and effects belonging to the tenant to be found out in compliance with the General Terms and Conditions of the Fire Insurance.

### **The Tenant's Liability Against the Landowner**

This insurance shall cover any damages caused by the tenant or the tenant's actions resulting in the loss of rent or the right of usufruct.

The value, upon which the calculation of the indemnity to be paid in the insurance for the tenant's liability against the landowner because of the damage on rented property, is based shall be the building's construction value currently applicable at the place and date of the damage after deducting the rate of wear & tear since the construction date.

In case the building is not to be re-constructed, the amount of indemnity could in no way exceed the amount to be found out after the value of the plot of land is deducted from the sale-purchase value on the work day immediately preceding the occurrence of the damage.

The amount, upon which the calculation of the indemnity to be paid in compliance with the insurance for the tenant's liability against the landowner because of the loss of rent or the right of usufruct is based, shall be the amount of rent to become due during the period of time required to repair or re-construct the rented sections as at the date of the damage.

### **Neighbourhood Liability**

The neighbourhood liability shall cover any damages caused on the neighbouring building and their contents because of the spread of the damage caused by fire or explosion.

The value, upon which the calculation of the indemnity to be paid by the landowner or the tenant to compensate for the damages caused by the spread of fire or explosion is based, shall be the value of the building or its contents to be found out in compliance with the General Terms and Conditions of the Fire Insurance.

## **17. Protection Against Inflation Clause**

This policy shall serve to protect the amount of insurance for the current value of any insured assets by considering any potential price increases arising out of inflation within the framework of the General and Special Conditions to which the policy is subject, and during the insurance term of one year.

The increase in the amount of indemnity shall be limited to the ratio of the operative policy term for the total amount of increase stipulated in this clause to the total policy term whereas the indemnity to be paid shall in no way exceed the current market value of the insured assets as of the date of the damage.



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## **18. Special Condition for the Rights of Recourse**

In compliance with the provisions of article 1301 of Turkish Commercial Code and the general insurance terms and conditions, the Insured shall be liable to take all the necessary actions to demand third parties who could be deemed liable for the damage to pay indemnity, to collect evidence in particular and to cause the authorities to conduct the related establishment procedures. Otherwise, the Insured shall be liable against the Insurer and could consequently lose his/her insurance rights partially or completely. For this reason, the Insured shall be obliged to inform the Insurer about the state of affairs as soon as possible and to co-operate with the Insurer.

## **19. Premium Payments and Policy Annulment Clause**

In accordance with this policy, where agreed upon that premium to be paid at a time and premium debt are paid by installments, the first part of the premium to be paid shall be paid after signing contract upon delivery of the policy at the latest.

The payment place of insurance premium is any branch of Türkiye İş Bankası branch, Anadolu Sigorta Headquarter Office or Regional Offices or an authorized agency which mediated the establishment of the insurance contract.

Premium payment is realized by bank receipt, cash against bank statement, credit card, using Türkiye İş Bankası interactive transactions invoice instruction method or transferring. The payments those are made to places which are out of the places listed above or methods out of the listed above does not eliminate premium obligation. If the bank transfer was made, first premium shall be deemed paid when the amount is transferred to the free accounts of the insurer and the liability of the insurer starts at that time. In cases when it's agreed that the first installment (down payment) or all of the premium is paid by the policy holder by credit card, and hat a delay payment by credit card is granted to the policy holder the liability of the insurer commences upon the withdrawal of the first installment (down payment) or all of the premium from the credit card on the pre-agreed day. In cases where the payment is made by credit card or blocked payment, payment shall be deemed paid when the allowance for premium claim is blocked from credit card.

The dates on which the next installment of the first part of the premium paid on the policy are as follows. If the Insured has not defaulted payment on that date using the drops and the rights of the defaulting insurer may terminate the insurance contract.

In case the insurance contract is annulled because of the default to pay the premium obligation, the amount of premium corresponding to the period of time during which the insurer's obligation continues shall be calculated on a daily basis and any excessive amounts shall be returned to the insured.

In cases where the insurance premium is agreed to be paid in installments, when the risk is realized, all the premiums related with compensation or amount to be paid will be due and payable.

Policyholder and the insured give explicit approval to the insurance company to deliver the information on this policy and all the claims information can occur within the context of this policy to SBM (Insurance Information and Monitoring Center) and other relevant institutions and enterprises if requested.

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## **20. Documents Requested For Claims**

You are kindly requested to ensure the below documents for the examination of your claim. Please note that any other documents can be requested in case needed.

### **RESIDENTIAL CLAIMS**

#### **FIRE/EXPLOSION**

1. Declaration of the insured
2. Survey report
3. Photographs
4. Fire report

#### **THUNDER/ STORM**

1. Declaration of the insured
2. Survey report
3. Photographs
4. Daily meteorological report

#### **THEFT**

1. Declaration of the insured
2. Survey report
3. Photographs
4. Official report of police station
5. Declaration of the complainant to police station
6. Declaration of the police station about the consequence of the stolen products after theft

#### **INTERNAL WATER**

1. Declaration of the insured
2. Survey report
3. Photographs
4. Land registry or rental contract

#### **GLASS BREAKDOWN**

- A. If a surveyor is not attended
  1. Declaration of the insured
  2. Receipt of maintenance
  3. Photographs
- B. If a surveyor is attended
  1. Declaration of the insured
  2. Survey report
  3. Photographs

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## **LAND VEHICLE CRASH**

1. Declaration of the insured
2. Survey report
3. Photographs
4. Authorization of the car
5. Police record

## **NON RESIDENTIAL CLAIMS**

### **FIRE/EXPLOSION**

1. Declaration of the insured
2. Survey report
3. Photographs
4. Fire report
5. Tax registration certificate

### **THUNDER/ STORM**

1. Declaration of the insured
2. Survey report
3. Photographs
4. Tax registration certificate
5. Daily meteorological report

### **THEFT**

1. Declaration of the insured
2. Survey report
3. Photographs
4. Official report of police station
5. Declaration of the complainant to police station
6. Invoice of the stolen products
7. Purchasing and sales receipts of all goods
8. Inventory records
9. List of fittings (if arranged during policy disposal)
10. Declaration of the police station about the consequence of the stolen products after theft

### **INTERNAL WATER**

1. Declaration of the insured
2. Survey report
3. Photographs
4. Land registry or rental contract
5. Tax registration certificate

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## **PERSONAL ACCIDENT CLAIMS**

### **PERSONAL ACCIDENT (Death)**

1. Accident report (accident declaration is required if the accident report is not available.)
2. Heirship certificate
3. Birth record
4. Death report

### **PERSONAL ACCIDENT (Disability)**

1. Accident report
2. Request form
3. Health report from fully authorized hospital which is determine percentage of disability

### **PERSONAL ACCIDENT (Medical treatment expenses)**

1. Accident report (accident declaration is required if the accident report is not available.)
2. Original invoices for medical expenses
3. Epicrisis/discharge report and final report